

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

WASHINGTON, SC.

SUPERIOR COURT

[Filed: July 19, 2016]

THE GERALD P. ZARRELLA :  
TRUST, GERALD P. ZARRELLA, :  
in his capacity as TRUSTEE and :  
GERALD’S FARM, LLC :

V. :

C.A. NO. WC-15-0218

TOWN OF EXETER, by and :  
through the members of the Town :  
Council, Raymond A Morrissey, :  
JR., in his capacity as President, :  
DANIEL W. PATTERSON, in his :  
capacity as Vice President, KEVIN :  
P. MCGOVERN, ARLENE B. :  
HICKS and CALVIN A. ELLIS :

**DECISION**

**MATOS, J.** Before this Court is the Gerald P. Zarrella Trust (the Trust), Gerald P. Zarrella, in his capacity as Trustee, and Gerald’s Farm, LLC’s (collectively the Plaintiffs) request for a declaration pursuant to G.L. 1956 § 9-30-1, et seq. Plaintiffs ask this Court to declare that the 2014 Amendments to the “Right to Farm Act” (the Act) supersede the terms of a prior Consent Judgment between the parties that prohibit the Plaintiffs from conducting commercial events on the Plaintiffs’ property located at 270 Narrow Lane in Exeter, Rhode Island (the Property). G.L. 1956 §§ 2-23-1 et seq. For the reasons set forth in this Decision, this Court holds that the Act does not grant the Plaintiffs the rights they seek. Therefore, this Court declines to issue the requested declaration.

## I

### Facts and Travel

On or about March 11, 2003, the Plaintiff Trust purchased the Property, a thirty-two acre parcel located at 270 Narrow Lane, in Exeter, Rhode Island (the Town). Verified Compl. at ¶¶ 8-9. The Trust is the current owner of record of the Property. Id. at ¶ 8.

The Property is in an RU-4 zone. (Stipulated Facts, Mar. 2, 2016.) The Zoning Ordinance explicitly states that any use that is not allowed by the use table is specifically prohibited. Id. The Ordinance has no provision that allows commercial wedding venues, corporate rentals, or commercial event venues in an RU-4 zone. See Exeter Zoning Ordinance, Art. II §§ 2.3.2; 2.4.1.1 et seq. Therefore, wedding venues, corporate rentals, and commercial event venues are not permitted in an RU-4 zone in Exeter pursuant to Exeter's Zoning Ordinance. See id.

Nonetheless, in 2011, the Plaintiffs began advertising the Property as a commercial wedding and event venue. The Town filed suit seeking to enjoin the Plaintiffs from using the Property as a commercial wedding and event venue, contending that such a use violated the Exeter Zoning Ordinance. See Town of Exeter v. Gerald P. Zarrella Trust, Gerald P. Zarrella, Trust, et al., C.A. No. WC-11-0272.

On June 7, 2011, the parties entered into an Amended Consent Judgment. The Amended Consent Judgment provided, in pertinent part, that:

“A permanent injunction shall enter against the Trust, permanently enjoining and restraining the Trust, its trustees and their successors, heirs and assigns from using or renting the property located at 270 Narrow Lane, Exeter, Rhode Island, known as Gerald's Farm (the “Property”) for weddings for a fee or other commercial events.”

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“this permanent injunction is intended to, and shall be construed to, run with the land, and be binding upon all Trustee, successors, heirs and assigns of the Trust and its Trustees **unless and until such time as and to the extent that the terms of this permanent injunction are superseded by statute, regulation, or other competent administrative or judicial authority or order.**” (Am. Consent Judgment (emphasis added); Verified Compl. ¶¶ 12-13.)

The Act was subsequently amended in 2014. The Legislature’s express purpose in enacting the Act was “to promote an environment in which agricultural operations are safeguarded against nuisance actions arising out of conflicts between agricultural operations and urban land uses.” Sec. 2-23-3.

The Property has been designated as “farmland” pursuant to G.L. 1956 § 44-27-3. (Stipulated Facts, Mar. 2, 2016.) Since the Amended Consent Judgment was entered, Exeter has not amended its Zoning Ordinance to allow commercial weddings or events venues in an RU-4 zone. Exeter Zoning Ordinance, Art. II §§ 2.3.2; 2.4.1.1. However, the Plaintiffs argue that the amendment to the Act permits commercial events to take place on farms and farmlands even if local zoning would not permit such events, and thus, the Plaintiffs argue that the amendment to the Act supersedes the permanent injunction that was part of the Amended Consent Judgment.

In 2011, when the Amended Consent Judgment was entered, the Act stated, in pertinent part:

“(a) As used in this chapter, ‘agricultural operations’ includes any commercial enterprise that has as its primary purpose horticulture, viticulture, viniculture, floriculture, forestry, stabling of horses, dairy farming, or aquaculture, or the raising of livestock, including for the production of fiber, furbearing animals, poultry, or bees, and all such other operations, uses, and activities as the director, in consultation with the chief of division of agriculture, may determine to be agriculture, or an agricultural activity, use or operation. The mixed-use of farms and farmlands for other forms of enterprise is hereby recognized as a valuable and viable means of contributing to the preservation of agriculture.” Sec. 2-23-4(a).

In 2014, the Act was amended to state:

“(a) As used in this chapter, ‘agricultural operations’ includes any commercial enterprise that has as its primary purpose horticulture, viticulture, viniculture, floriculture, forestry, stabling of horses, dairy farming, or aquaculture, or the raising of livestock, including for the production of fiber, furbearing animals, poultry, or bees, and all such other operations, uses, and activities as the director, in consultation with the chief of division of agriculture, may determine to be agriculture, or an agricultural activity, use or operation. The mixed-use of farms and farmlands for other forms of enterprise **including, but not limited to, the display of antique vehicles and equipment, retail sales, tours, classes, petting, feeding and viewing of animals, hay rides, crop mazes, festivals and other special events** are hereby recognized as a valuable and viable means of contributing to the preservation of agriculture.” Sec. 2-23-4(a) (emphasis added).

Section (b) of the Act has stated, at all times pertinent to this case, that nothing within the Act:

“shall be deemed to restrict, limit, or prohibit nonagricultural operations from being undertaken on a farm except as otherwise restricted, regulated, limited, or prohibited by law, regulation, or ordinance or to affect the rights of persons to engage in other lawful nonagricultural enterprises on farms; provided, however, that the protections and rights established by this chapter shall not apply to such nonagricultural activities, uses or operations.” Sec. 2-23-4(b).

The Plaintiffs contend that the mixed-use of farm and farmlands constitutes agricultural operations. The Plaintiffs further contend that the 2014 amendment allows weddings and other commercial events to take place on farms and farmlands as weddings and other commercial events are mixed-uses of farms and farmlands. Finally, the Plaintiffs contend that while the Town’s zoning ordinance would otherwise prohibit the Plaintiffs from hosting weddings and other commercial events on the Property, they have a right to host weddings on the Property because weddings are agricultural operations which may not be restricted by zoning. See id. at § 2-23-4(b). Thus, the Plaintiffs assert that the 2014 amendment to the Act supersedes the permanent injunction the Town obtained against the Plaintiffs when the parties entered into the

Amended Consent Judgment and allows the Plaintiffs to conduct and host commercial activities on the Property, as the events that the Plaintiffs seek to host would amount to agricultural operations. Verified Compl. ¶ 20.

Before the parties entered into the 2011 Amended Consent Judgment, the Plaintiffs held weddings for a fee on the Property. After the Act was amended, Plaintiffs attempted to host two different events on the Property. The first was a non-commercial birthday celebration/festival; the second was a fundraising event to be hosted by Hendricken High School.

The Town allowed the Plaintiffs to host the non-commercial party on their Property. However, the Town Solicitor advised the Plaintiffs in a letter that they would be required to seek the review and approval of the appropriate authorities before hosting any special events or festivals on the Property as the appropriate authority would have to determine if the proposed event would violate the Amended Consent Judgment or other law or ordinance. (Defs.' Answer Ex. B, Aug. 13, 2014 letter.) The Town refused to allow the Plaintiffs to host Hendricken's commercial event on the Property. See Verified Compl. ¶ 38.

The parties came before this Court for oral argument on May 13, 2016. At the hearing, the Plaintiffs and Defendants agreed that the question before this Court is one of statutory interpretation. The Plaintiffs assert that the mixed-use of farms and farmlands, such as wedding ceremonies, amounts to agricultural operations pursuant to the Act. The Town disagrees.

## II

### **Jurisdiction and Review**

The Uniform Declaratory Judgments Act provides that the Superior Court “shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.” Sec. 9-30-1. The Uniform Declaratory Judgments Act allows disagreements concerning the legal rights and duties of parties to be justiciable without proof that one party committed a wrong against the other; thus, declaratory judgment actions facilitate the termination of controversies.” Millett v. Hoisting Eng’rs Licensing Div. of the Dep’t of Labor, 119 R.I. 285, 291, 377 A.2d 229, 233 (1977) (citations omitted). A court’s decision “to grant a remedy under the Uniform Declaratory Judgments Act is purely discretionary.” Woonsocket Teachers’ Guild Local Union 951, AFT v. Woonsocket Sch. Comm., 694 A.2d 727, 729 (R.I. 1997). Here, the ongoing nature of the dispute between the parties, despite the prior consent agreement, supports the exercise of the court’s discretion.

## A

### **Statutory Interpretation**

This Court reviews issues of statutory interpretation as a matter of law. Levine v. Bess Eaton Donut Flour Co., 705 A.2d 980, 982 (R.I. 1998). The Courts’ goal in interpreting statutes “is to give effect to the General Assembly’s intent,” Martone v. Johnston Sch. Comm., 824 A.2d 426, 431 (R.I. 2003) (citing Stebbins v. Wells, 818 A.2d 711, 715 (R.I. 2003)). “It is well settled that when the language of a statute is clear and unambiguous, this Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings.” Iselin v. Ret. Bd. of Employees’ Ret. Sys. of Rhode Island, 943 A.2d 1045, 1049 (R.I. 2008) (quoting Accent Store Design, Inc. v. Marathon House, Inc., 674 A.2d 1223, 1226 (R.I. 1996)). When courts are

confronted with an unambiguous statute, there “is no room for statutory construction” and the court will “apply the statute as written.” State v. Day, 911 A.2d 1042, 1045 (R.I. 2006) (internal quotations omitted).

If the court charged with interpreting the statute discerns an ambiguity in a statute, then the court seeks to establish and effectuate the legislative intent and purpose behind the enactment. Day, 911 A.2d at 1045 (citing State v. Fritz, 801 A.2d 679, 682 (R.I. 2002)); Cummings v. Shorey, 761 A.2d 680, 684 (R.I. 2000) (citing State v. DiCicco, 707 A.2d 251, 253 n.1 (R.I. 1998)). A statute is only deemed ambiguous if it is unclear and “fairly [or reasonably] susceptible [to] two or more interpretations.” Batcheller-Durkee v. Batcheller, 39 R.I. 45, 97 A. 378, 380 (1916); see also U.S. v. Gibbens, 25 F.3d 28, 34 (1st Cir. 1994) (stating that “[a] statute is ambiguous if it **reasonably** can be read in more than one way.” (Emphasis added)).

“Under accepted canons of statutory interpretation, [courts] must interpret statutes as a whole, giving effect to each word and making every effort not to interpret a provision in a manner that renders other provisions of the same statute inconsistent, meaningless or superfluous.” Boise Cascade Corp. v. U.S. E.P.A., 942 F.2d 1427, 1432 (9th Cir. 1991) (citing Sutherland Statutes Constr. §§ 46.05, 46.06 (4th ed. 1984)); see also Town of Scituate v. O’Rourke, 103 R.I. 499, 512, 239 A.2d 176, 184 (1968). Further, courts may never interpret a statute in such a way that would lead to an absurd or unintended result. Park v. Rizzo Ford, Inc., 893 A.2d 216, 221 (R.I. 2006).

### III

#### Analysis

The Plaintiffs argue that the Act's 2014 amendments by their clear and unambiguous meaning invalidate the permanent injunction that was part of the Amended Consent Judgment. Contrarily, the Defendants argue that the clear and unambiguous language of the Act, when read in whole, does not allow commercial events on the Property and does not supersede local land use regulations. Therefore, the Defendants assert that the Amended Consent Judgment continues to enjoin the Property from being used as a commercial wedding or event venue.

This Court first looks to the plain text of the Act and concludes that the statute is clear and unambiguous. The Act states:

**“(a) As used in this chapter, ‘agricultural operations’ includes any commercial enterprise that has as its primary purpose horticulture, viticulture, viniculture, floriculture, forestry, stabling of horses, dairy farming, or aquaculture, or the raising of livestock, including for the production of fiber, furbearing animals, poultry, or bees, and all such other operations, uses, and activities as the director, in consultation with the chief of division of agriculture, may determine to be agriculture, or an agricultural activity, use or operation. The mixed-use of farms and farmlands for other forms of enterprise including, but not limited to, the display of antique vehicles and equipment, retail sales, tours, classes, petting, feeding and viewing of animals, hay rides, crop mazes, festivals and other special events are hereby recognized as a valuable and viable means of contributing to the preservation of agriculture.”** (Emphasis added).

(b) “Nothing herein shall be deemed to restrict, limit, or prohibit nonagricultural operations from being undertaken on a farm except as otherwise restricted, regulated, limited, or prohibited by law, regulation, or ordinance or to affect the rights of persons to engage in other lawful nonagricultural enterprises on farms; provided, however, that the protections and rights established by this chapter shall not apply to such nonagricultural activities, uses or operations.” Sec. 2-23-4.

Section (a) of the Act clearly distinguishes between agricultural operations, which are any “commercial enterprise that has as its primary purpose horticulture, viticulture, viniculture, floriculture, forestry, stabling of horses, dairy farming, or aquaculture, or the raising of livestock,” and the mixed-use of farms and farmlands, which are “other forms of enterprises” such as “the display of antique vehicles and equipment, retail sales, tours, classes, petting, feeding and viewing of animals, hay rides, crop mazes, festivals.” Sec. 2-23-4. While the Act recognizes the value of mixed-uses of farmland in contributing to the preservation of agriculture, it clearly defines mixed uses of farmland as “other” forms of enterprise distinct from agricultural operations. See id.

Under the Plaintiffs’ interpretation, all “other” forms of enterprises would constitute agricultural operations if they were conducted on farms or farmlands, whether or not their primary purpose was agricultural as defined in the first sentence of section (a) of the Act. Such interpretation would lead to absurd results. See Park, 893 A.2d at 221. Although the definition of mixed-use of farmland is contained in the same paragraph as the definition of agricultural operations is defined, the statute clearly differentiates mixed-uses of farmland from agricultural uses of farmland. Said construction does not render the statute ambiguous, as it is not **reasonably** susceptible to more than one meaning. See Gibbens, 25 F.3d at 34; Batcheller-Durkee, 39 R.I. at 45, 97 A. at 380.

Moreover, section (b) of the Act allows for nonagricultural operations to be “restricted, regulated, limited, or prohibited by law, regulation, or ordinance.” Sec. 2-23-4. Section (b) also states that the protections and rights established by chapter 23 will not apply to nonagricultural activities uses or operations. Id. If this Court were to adopt the Plaintiffs’ interpretation of the Act, then it would render section (b) of the Act meaningless because according to the Plaintiffs’

interpretation of the Act, no form of mixed-use enterprise conducted on farmland would be excluded from the protections of chapter 23. The Plaintiffs' interpretation is contrary to the canons of statutory interpretation. See Boise Cascade Corp., 942 F.2d at 1432 (citing Sutherland Statutes Constr. §§ 46.05, 46.06 (4th ed. 1984)); see also O'Rourke, 103 R.I. at 512, 239 A.2d at 184.

To state it more plainly, hosting weddings may be an encouraged use of farms. However, it does not constitute agricultural operations as defined in the Act. Hence, the Town's authority to restrict non-agricultural operations, such as weddings, remains intact under Section 2-23-4.

#### **IV**

#### **Conclusion**

For the foregoing reasons, this Court declines to grant Plaintiffs their requested declaration. This Court finds that the 2014 Amendments to the Act do not affect the validity of the permanent injunction contained in the 2011 Amended Consent Judgment because mixed uses are an encouraged supplement to agricultural operations but are not synonymous with agricultural operations pursuant to Sec. 2-23-4.

Counsel is requested to submit the appropriate judgment for entry.



**RHODE ISLAND SUPERIOR COURT**

*Decision Addendum Sheet*

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**CASE NO:** WC 2015-0218

**COURT:** Washington County Superior Court

**DATE DECISION FILED:** July 19, 2016

**JUSTICE/MAGISTRATE:** Matos, J.

**ATTORNEYS:**

For Plaintiff: William J. Conley, Jr., Esq.

For Defendant: James P. Marusak, Esq.